

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

LABORERS' PENSION FUND and )	
LABORERS' WELFARE FUND OF THE )	
HEALTH AND WELFARE DEPARTMENT )	
OF THE CONSTRUCTION AND GENERAL )	
LABORERS' DISTRICT COUNCIL OF )	
CHICAGO AND VICINITY, THE CHICAGO )	
LABORERS' DISTRICT COUNCIL RETIREE )	
HEALTH AND WELFARE FUND, and )	
JAMES S. JORGENSEN, Administrator of the )	
Funds, )	
	)
Plaintiffs, )	Case No. 16 C 11204
v. )	
	)
JF DEMOLITION & EXCAVATING, INC., an )	
Illinois corporation, )	
	)
Defendant. )	

**COMPLAINT**

Plaintiffs, Laborers' Pension Fund and Laborers' Welfare Fund of the Health and Welfare Department of the Construction and General Laborers' District Council of Chicago and Vicinity, the Chicago Laborers' District Council Retiree Health and Welfare Fund, and James S. Jorgensen, Administrator of the Funds (hereinafter collectively "Funds"), by their attorneys, Patrick T. Wallace, Jerrod Olszewski, Amy Carollo, Kate Mosenson, Kelly Carson, and G. Ryan Liska, for their Complaint against Defendant JF Demolition & Excavating, Inc., an Illinois corporation, state as follows:

## COUNT I

### (Failure To Pay Benefit Contributions Revealed as Delinquent Pursuant to an Audit)

1. Jurisdiction is based on Sections 502(e)(1) and (2) and 515 of the Employee Retirement Income Security Act of 1974 (“ERISA”), as amended, 29 U.S.C. §§1132 (e)(1) and (2) and 1145, Section 301(a) of the Labor Management Relations Act (“LMRA”) of 1947 as amended, 29 U.S.C. §185(a), 28 U.S.C. §1331, and federal common law.

2. Venue is proper pursuant to Section 502(e)(2) of ERISA, 29 U.S.C. §1132(e)(2), and 28 U.S.C. §1391 (a) and (b).

3. The Funds are multiemployer benefit plans within the meanings of Sections 3(3) and 3(37) of ERISA. 29 U.S.C. §1002(3) and 37(A). They are established and maintained pursuant to their respective Agreements and Declarations of Trust in accordance with Section 302(c)(5) of the LMRA. 29 U.S.C. § 186(c)(5). The Funds have offices and conduct business within this District.

4. Plaintiff James S. Jorgensen (“Jorgensen”) is the Administrator of the Funds, and has been duly authorized by the Funds’ Trustees to act on behalf of the Funds in the collection of employer contributions owed to the Funds and to the Construction and General District Council of Chicago and Vicinity Training Fund, and with respect to the collection by the Funds of amounts which have been or are required to be withheld from the wages of employees in payment of Union dues for transmittal to the Construction and General Laborers’ District Council of Chicago and Vicinity (the “Union”). With respect to such matters, Jorgensen is a fiduciary of the Funds within the meaning of Section 3(21)(A) of ERISA, 29 U.S.C. §1002(21)(A).

5. Defendant JF Demolition & Excavating, Inc., (hereinafter “Company”), does business within this District and was at all times relevant herein an employer within the meaning of Section 3(5) of ERISA, 29 U.S.C. §1002(5), and Section 301(a) of the LMRA, 29 U.S.C. §185(c).

6. The Union is a labor organization within the meaning of 29 U.S.C. §185(a). The Union and the Company have been parties to successive collective bargaining agreements, the most recent of which became effective September 14, 2015 (“Agreement”). (A copy of the Company’s Assignment of Collective Bargaining Rights executed by the Company which adopts and incorporates a Master Agreement between the Union and various employer associations, and also binds the Company to the Funds’ respective Agreements and Declarations of Trust, is attached hereto as Exhibit A.)

7. The Funds have been duly authorized by the Construction and General Laborers’ District Council of Chicago and Vicinity Training Fund (the “Training Fund”), the Midwest Construction Industry Advancement Fund (“MCIAF”), the Chicagoland Construction Safety Council (the “Safety Fund”), the Laborers’ Employers’ Cooperation and Education Trust (“LECET”), the Midwest Construction Industry Advancement Fund (the “MCIAF”), the CDCNI/CAWCC Contractors’ Industry Advancement Fund (the “Wall & Ceiling Fund”), the CISCO Uniform Drug/Alcohol Abuse Program (“CISCO”), the Laborers’ District Council Labor Management Committee Cooperative (“LCDMC”), the CARCO Industry Advancement Fund (“CARCO”), the Underground Contractors Association (“UCA”), and the Chicago Area Independent Construction Association (“CAICA”) to act as an agent in the collection of contributions due to those funds.

8. The Agreement and the Funds' respective Agreements and Declarations of Trust obligate the Company to make contributions on behalf of its employees covered by the Agreement, and to submit monthly remittance reports in which the Company, *inter alia*, identifies the employees covered under the Agreements and the amount of contributions to be remitted to the Funds on behalf of each covered employee. Pursuant to the terms of the Agreement, and the Funds' respective Agreements and Declarations of Trust, contributions which are not submitted in a timely fashion are assessed 20 percent liquidated damages plus interest.

9. The Agreement and the Funds' respective Agreements and Declarations of Trust require the Company to submit its books and records to the Funds on demand for an audit to determine benefit contribution compliance.

10. The Agreement requires the Company to obtain and maintain a surety bond to guaranty the payment of future wages, pension and welfare benefits.

11. An audit of Company's books and records for the time period of September 14, 2015 through June 30, 2016 revealed that Company performed covered work during the audit period, but that notwithstanding the obligations imposed by the Agreement, and the Funds' respective Agreements and Declarations of Trust, Company has:

- (a) failed to report and pay contributions in the amount of \$44,550.19 owed to Plaintiff Laborers' Pension Fund for the audit period of September 14, 2015 through June 30, 2016, thereby depriving the Laborers' Pension Fund of contributions, income and information needed to administer the Fund and jeopardizing the pension benefits of the participants and beneficiaries;

- (b) failed to report and pay contributions in the amount of \$41,414.81 owed to Plaintiff Laborers' Welfare Fund of the Health and Welfare Department of the Construction and General Laborers' District Council of Chicago and Vicinity for the period of September 14, 2015 through June 30, 2016, thereby depriving the Welfare Fund of contributions, income and information needed to administer the Fund and jeopardizing the health and welfare benefits of the participants and beneficiaries;
- (c) failed to report and pay contributions in the amount of \$16,588.00 owed to Plaintiff Chicago Laborers' District Council Retiree Health and Welfare Fund for the period of September 14, 2015 through June 30, 2016, thereby depriving the Welfare Fund of contributions, income and information needed to administer the Fund and jeopardizing the health and welfare benefits of the participants and beneficiaries;
- (d) failed to report and pay contributions in the amount of \$2,073.50 owed to Laborers' Training Fund for the period of September 14, 2015 through June 30, 2016, thereby depriving the Laborers' Training Fund of contributions, income and information needed to administer the Fund and jeopardizing the training fund benefits of the participants and beneficiaries;
- (e) failed to report and pay contributions in the amount of \$704.99 owed to Laborers' District Council Labor Management Committee Cooperative ("LDCLMCC") for the audit period of September 14, 2015 through June 30, 2016, thereby depriving the LDCLMCC of contributions, income and information needed to administer the Fund and jeopardizing the benefits of the participants and beneficiaries; and

(f) failed to report and pay contributions in the amount of \$290.29 owed to Laborers' Employers' Cooperation and Education Trust ("LECET") for the audit of September 14, 2015 through June 30, 2016, thereby depriving the LECET of contributions, income and information needed to administer the Fund and jeopardizing the benefits of the participants and beneficiaries.

A true and accurate copy of the audit and audit summary sheet are attached hereto as Exhibits B and C respectively.

12. Under the terms of the Agreement and the Funds' respective Agreements and Declarations of Trust, Company owes liquidated damages plus interest on all unpaid contributions revealed by the audit for the period of September 14, 2015 through June 30, 2016.

13. Under the terms of the Agreement and the Funds' respective Agreements and Declarations of Trust, Company is liable for the costs of any audit which reveals unpaid contributions. Accordingly, Company owed the Funds \$600.00 in audit costs for the audit for the period of September 14, 2015 through June 30, 2016. See Exhibits B and C.

14. Company's actions in failing to submit payment upon the audit to which it submitted its books and records violate Section 515 of ERISA, 29 U.S.C. §1145.

15. Pursuant to Section 502(g)(2) of ERISA, 29 U.S.C. §1132 (g)(2), Section 301 of the LMRA, 29 U.S.C. §185, the terms of the Agreement and the Funds' respective Trust Agreements, Company is liable to the Funds for unpaid contributions, as well as interest and liquidated damages on the unpaid contributions, audit costs, and reasonable attorneys' fees and costs, and such other legal and equitable relief as the Court deems appropriate.

WHEREFORE, Plaintiffs respectfully request this Court enter a judgment against Defendant JF Demolition & Excavating, Inc.:

- a. entering judgment in sum certain in favor of the Funds and against Company on the amounts due and owing pursuant to the audit for the period of September 14, 2015 through June 30, 2016, including contributions, interest, liquidated damages, audit costs, and Plaintiffs' reasonable attorneys' fees and costs; and
- b. awarding Plaintiffs any further legal and equitable relief as the Court deems appropriate.

## **COUNT II**

### **(Failure to Pay Union Dues Revealed as Delinquent Pursuant to an Audit)**

16. Plaintiffs reallege paragraphs 1 through 15 of Count I as though fully set forth herein.

17. Pursuant to agreement, the Funds have been duly designated to serve as collection agents for the Union in that the Funds have been given the authority to collect from employers union dues which have been or should have been deducted from the wages of covered employees.

18. Notwithstanding the obligations imposed by the Agreement, Company performed covered work during the audit period of September 14, 2015 through June 30, 2016, and Company failed to withhold and/or submit payment of \$3,061.49 in union dues that were or should have been withheld from the wages of employees for the period of September 14, 2015 through June 30, 2016, thereby depriving the Union of information and income. *See Exhibit B.*

19. Pursuant to the Agreement, Company owes liquidated damages on all late or unpaid dues as revealed by the audit for the period of September 14, 2015 through June 30, 2016, plus audit costs, and reasonable attorneys' fees and costs as the Union's collection agent, and such other legal and equitable relief as the Court deems appropriate.

WHEREFORE, Plaintiffs respectfully request this Court enter a judgment against Defendant JF Demolition & Excavating, Inc.:

- a. entering judgment in sum certain in favor of the Funds and against Company on the amounts due and owing pursuant to the audit for the period of September 14, 2015 through June 30, 2016, including dues, liquidated damages, audit costs, and Plaintiffs' reasonable attorneys' fees and costs; and
- b. awarding Plaintiffs any further legal and equitable relief as the Court deems appropriate.

### **COUNT III**

#### **(Failure to Submit Reports and Pay Employee Benefit Contributions)**

20. Plaintiffs reallege paragraphs 1 through 15 of Count I as though fully set forth herein.

21. Notwithstanding the obligations imposed by the Agreement and the Funds' respective Agreements and Declarations of Trust, the Company has:

(a) failed to submit reports and/or pay all contributions to Plaintiff Laborers' Pension Fund for the period of July 2016 forward, thereby depriving the Laborers' Pension Fund of contributions, income and information needed to administer the Fund and jeopardizing the pension benefits of the participants and beneficiaries;

(b) failed to submit reports and/or pay all contributions to Plaintiff Laborers' Welfare Fund of the Health and Welfare Department of the Construction and General Laborers' District Council of Chicago and Vicinity for the period of July 2016 forward, thereby depriving the Welfare Fund of contributions, income and information needed to administer the Fund and jeopardizing the health and welfare benefits of the participants and beneficiaries;

(c) failed to submit reports and/or pay all contributions to Chicago Laborers' District Council Retiree Health and Welfare Fund for the period of July 2016 forward, thereby depriving the Retiree Welfare Fund of contributions, income and information needed to administer the Fund and jeopardizing the health and welfare benefits of the participants and beneficiaries;

(d) failed to submit reports and/or pay all contributions to Laborers' Training Fund for the period of July 2016 forward, thereby depriving the Laborers' Training Fund of contributions, income and information needed to administer the Fund and jeopardizing the training fund benefits of the participants and beneficiaries; and

(e) failed to submit reports and/or pay all contributions owed to one or more of the other affiliated funds identified in paragraph 7 above for the period of July 2016 forward, thereby depriving said fund(s) of contributions, income and information needed to administer said fund(s) and jeopardizing the benefits of the participants and beneficiaries.

22. The Company failed to obtain and maintain a surety bond.

23. The Company's actions in failing to submit timely reports and contributions and obtaining and maintaining a surety bond violate Section 515 of ERISA, 29 U.S.C. §1145, and Section 301 of the LMRA. 29 U.S.C. §185.

24. Pursuant to Section 502(g)(2) of ERISA, 29 U.S.C. §1132 (g)(2), Section 301 of the LMRA, 29 U.S.C. §185, federal common law, and the terms of the Agreement and the

Funds' respective Trust Agreements, the Company is liable to the Funds for unpaid contributions, as well as interest and liquidated damages on the unpaid contributions, accumulated liquidated damages, bond payments, audit costs, reasonable attorneys' fees and costs, and such other legal and equitable relief as the Court deems appropriate.

WHEREFORE, Plaintiffs respectfully request this Court enter a judgment against Defendant JF Demolition & Excavating, Inc. as follows:

- a. ordering the Company to submit benefit reports and pay all contributions for the time period of July 2016 forward and to submit to an audit upon demand;
- b. ordering the Company to obtain and maintain a surety bond;
- c. entering judgment in sum certain against Defendant Company on the amounts due and owing as pleaded in the Complaint, and pursuant to the amounts revealed as owing pursuant to the July, 2014 forward reports, if any, and audit if any, including contributions, interest, liquidated damages, audit costs, and attorneys' fees and costs; and
- d. awarding Plaintiffs any further legal and equitable relief as the Court deems just and appropriate.

#### **COUNT IV**

##### **(Failure to Submit Reports and Pay Union Dues)**

25. Plaintiffs reallege paragraphs 1 through 15 of Count I and Paragraphs 16 and 17 of Count II as though fully set forth herein.

26. Dues reports and contributions are due by the 10<sup>th</sup> day following the month in which the work was performed. Dues reports and contributions which are not submitted in a timely fashion are assessed liquidated damages.

27. Notwithstanding the obligations imposed by the Agreement and the Funds' respective Agreements and Declarations of Trust the Company failed to submit Union dues reports and dues that were or should have been withheld from the wages of its employees performing covered work for the period of June 2016 forward, thereby depriving the Union of income and information necessary to determine dues submission compliance.

28. Pursuant to the Agreement and Federal Common Law, the Company is liable to the Funds for the unpaid Union dues, as well as liquidated damages, accumulated liquidated damages, audit costs, reasonable attorneys' fees and costs as the Union's collection agent, and such other legal and equitable relief as the Court deems appropriate.

WHEREFORE, Plaintiffs respectfully request this Court enter a judgment against Defendant JF Demolition & Excavating, Inc. as follows:

- a. ordering the Company to submit dues reports and pay all dues for the time period of June 2016 forward;
- b. ordering the Company to submit its books and records to an audit upon demand to determine dues contributions compliance;
- c. entering judgment in sum certain against the Company on the amounts due and owing pursuant to the June 2016 forward dues reports, and on any amounts found due and owing pursuant to the audit, including dues, interest, liquidated damages, accumulated liquidated damages, and attorneys' fees and costs; and

d. awarding Plaintiffs any further legal and equitable relief as the Court deems just and appropriate.

December 8, 2017

Laborers' Pension Fund, et al.

By: /s/ Amy Carollo  
Amy Carollo

Amy Carollo  
Office of Fund Counsel  
111 W. Jackson Blvd., Suite 1415  
Chicago, IL 60604  
(312) 692-1540



# CONSTRUCTION & GENERAL LABORERS' DISTRICT COUNCIL OF CHICAGO AND VICINITY

AFFILIATED WITH THE LABORERS' INTERNATIONAL UNION OF NORTH AMERICA  
999 MCCLINTOCK DRIVE • SUITE 300 • BURR RIDGE, IL 60527 • PHONE: 630/655-8289 • FAX: 630/655-8053

## INDEPENDENT CONSTRUCTION INDUSTRY COLLECTIVE BARGAINING AGREEMENT

It is hereby stipulated and agreed by and between JE Demolition & Excavating, Inc., ("Employer") and the Construction and General Laborers' District Council of Chicago and Vicinity, Laborers' International Union of North America ("Union"), representing and encompassing its affiliated Local Unions, including Local Nos. 1, 2, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, together with any other Local Unions that may come within its jurisdiction ("Local Unions"), and encompassing the geographic areas of Cook, Lake, DuPage, Will, Grundy, Kane, McHenry and DeKalb counties, Illinois, but

1. Recognition. In response to the Union's request for recognition as the majority or Section 9(a) representative of the unit employees, the Employer recognizes the Union as the sole and exclusive collective bargaining representative under Section 9(a) of the NLRB, as amended. For the employees now and hereinafter employed under the terms of this Agreement with respect to wages, hours and other terms and conditions of employment, this recognition is based on the Union's having shown, or being offered to show, evidence of its majority status. The Employer has not assigned its rights for purposes of collective bargaining with the Union to any person, entity or association, and hereby renounces its prior assignment of bargaining rights, if any. This Employer further voluntarily elects not to assign such bargaining rights to any person, entity or association without written approval from the Union. Notwithstanding the number of persons employed under this Agreement, the Employer shall abide by this Agreement, and all extensions hereof, and it waives any right it may have to terminate this agreement based upon the number of persons employed.

2. Labor Contract. The Employer affords and applies the applicable Collective Bargaining Agreement(s), as designated by the Union, between the Union and the Builders Association, the Chicago Area Industrial Contractors Association, the Chicago Area Rail Contractors Association, the Chicago Area Scaffolding Association, the Chicago District Contractors' Association, the Chicago Contractors Association of Greater Chicago, the Contractors Association of Will and Grundy Counties, the Fox Valley Associated General Contractors, the Midwest Wall and Ceiling Contractors, the Illinois Environmental Conference Association, the Illinois Road and Transportation Builders Association, the Illinois Small Powers Association, the Lake County Contractors Association, the Marion Contractors Association of Greater Chicago, the Underground Contractors Association, and all other employer associations with whom the Union or its affiliated Local Unions have an agreement. If the applicable Collective Bargaining Agreement(s) expire during the term of this Agreement, any extension on the right to strike shall also expire until a successor labor agreement has been established, which shall be incorporated retroactively herein. This Agreement supersedes all contrary terms in the applicable Collective Bargaining Agreement(s).

3. Total members increase. The Employer shall pay its employees a total members increase of \$1.60 per hour effective June 1, 2013; \$2.00 per hour effective June 1, 2014; \$2.05 per hour effective June 1, 2015; and \$2.10 per hour effective June 1, 2016, with amounts to be apportioned between wages, fringe benefits and other funds by the Union in its sole discretion. Effective June 1, 2013, the minimum wage rate shall be \$9.70 per hour.

4. Checkoff Deductions and Remittances. The Employer shall deduct from the wages of employees uniform initiation fees, assessments, membership dues, and working dues in such amounts as the Union shall from time to time establish, and shall remit monthly to the designated Union office the sum so deducted, together with an account set showing the employees from whom dues were deducted, the employee's individual hours, gross wages and deducted dues amounts for the monthly period, not later than the tenth (10th) day of the month following the month for which dues deducted were made. If the Employer fails to timely remit any amounts to the Union or its affiliated fringe benefit funds that are required under this Agreement, it shall be obligated to the Union for all costs of collection, including attorney fees.

The Employer shall further deduct an amount designated by the Union for each hour that an employee receives wages under the terms of this Agreement on the basis of industry-specified voluntary subtraction letters and shall pay over the amount so deducted to the Laborers' Political League ("LPL") or to a disclosed supplier, not later than the 10th day of the month next following the month for which such deductions were made. LPL remittances shall include a report of the hours worked by each laborer for whom deductions are made. Remittances shall be made by a paper check payable to the Laborers' Political League. The Employer shall be paid a processing fee each month from the total amount it is committed to the LPL to be calculated at the Bi-Weekly Department of Revenue or other applicable standard.

5. Work Jurisdiction. This Agreement covers all work within the applicable Collective Bargaining Agreements and at work within the Union's trade and geographic jurisdiction as set forth in the Union's Statement of Jurisdiction as amended from time to time which are incorporated by reference into this Agreement. The Employer shall assign all work described therein to its Union-represented Laborer employees and acknowledges the appropriateness of such assignment. Neither the Employer nor its work assignments as required under this Agreement shall be disputed or otherwise subject to adjustment by any arbitrator except those hours or employees except upon written notice by and direction of the Union.

6. Subcontracting. The Employer, whether acting as a contractor, general manager or developer, shall not contract or subcontract any portion of any project work to be done at the site of construction, alteration, maintenance or repair of a building, structure or other work to any person, corporation or entity not directly and/or contract by a collective bargaining agreement with the Union. This obligation applies to all forms of subcontractors performing work at the site of construction. The Employer shall further assure the obligations of all forms of its subcontractors for prompt payment of employees' wages and other benefits required under this Agreement, including reasonable attorney's fees incurred in enforcing the provisions hereof.

7. Fringe Benefits. The Employer agrees to pay the amounts that it is bound to pay under said Collective Bargaining Agreements to the Health and Welfare Fund(s) of the Construction and General Laborers' District Council of Chicago and Vicinity, the Workers' Pension Fund (including Laborers' Benefits Benefit Funds), the Fox Valley Benefit Funds, the Construction and General Laborers' District Council of Chicago and Vicinity Apparatus and Tools Trust Fund, the Chicago Area Laborers-Employers Cooperation Education Trust, the LDCAMCC, and to all other designated Illinois affiliated benefit and pension plan funds ("funds"), and to become bound by and to be considered a party to the agreements and disbursements of that creating the funds as it had stood the original contracts of the host beneficiaries and administrators thereof. The Employer further agrees that all prior contributions paid to the Welfare, Pension, Training and other funds were made by duly authorized agents of the Employer at proper rates, and evidences the Employer's intent to be bound by the trust agreements and Collective Bargaining Agreements in effect when the contributions were made, acknowledging this report form to be a settled instrument in writing to bind the Employer to the applicable collective bargaining agreements.

8. Contract Enforcement. All grievances filed by either party arising hereunder shall, at the Union's discretion, be submitted to the Chicago District Council Grievance Committee for final and binding disposition in lieu of another grievance committee, provided that such grievances shall be submitted to final and binding arbitration upon timely demand. Should the Employer fail to comply within ten (10) days with any binding grievance award, whether by grievance committee or arbitration, it shall be liable for all costs and legal fees incurred by the Union to enforce the award. Notwithstanding anything to the contrary, nothing herein shall limit the Union's right to strike or withdraw its members because of non-payment of wages and/or fringe benefit contributions, failure by the Employer to timely remit dues to the Union, or non-compliance with a binding grievance award. The Employer's violation of any provision of this paragraph will give the Union the right to file any other legal and remedial action, including but not limited to all remedies at law or equity. It is expressly understood and agreed that the Union's right to this economic action is in addition to, and not in lieu of, its right under the grievance procedure. Where necessary to effect certain violations, or where no acceptable steward is currently employed, the Union may select and place a steward from outside the workplace at all job sites.

9. Successors. In the event of any change in the ownership, management or operation of the Employer's business or bankruptcy of its assets, by sale or otherwise, it is agreed that as a condition of such sale or transfer to the new owner or manager, whether corporate or individual, shall be held bound by the terms and conditions of this Agreement. The Employer shall provide no less than ten (10) days' prior written notice to the Union of this sale or transfer and shall be obligated for all expenses incurred by the Union to enforce the terms of this paragraph.

10. Termination. This Agreement shall remain in full force and effect from June 1, 2013 (unless dated differently below) through May 31, 2017, and shall continue thereafter unless it has been given written notice, by certified mail or else personally, received no less than thirty (30) days prior to the expiration date, of the desire to modify or amend this Agreement through negotiation. In the absence of such timely and proper notice the Employer and the Union agree to be bound by the new agreement (or amendments thereto), incorporating this Agreement as the B9 of the new negotiated agreement, and thereafter for the duration of successive agreements, unless and until timely notice of termination is given not less than thirty (30) days prior to the expiration of such successive Collective Bargaining Agreement.

11. Execution. The signature below warrants his or her receipt of the applicable Collective Bargaining Agreement(s) and authorization from the Employer to execute this Agreement, without fraud or duress, and with full knowledge of the terms and understandings contained herein. The parties acknowledge and accept facsimile signatures on this Agreement as they were the original signatures.

Dated: September 14 \_\_\_\_\_ 2015

ACCEPTED:

225

Laborers' Local Union No.

By: *Jennifer Foschi*

CONSTRUCTION AND GENERAL LABORERS'  
DISTRICT COUNCIL OF CHICAGO AND VICINITY

By: *John P. Crowley*  
John P. Crowley, Business Agent

By: *Charles LaVette*  
Charles LaVette, Secretary-Treasurer

FN Dates Use Only: *CDA*

Effective June 1, 2013

WHITE - LOCAL UNION • CANARY - TRUST FUND • PINK - DISTRICT COUNCIL • GOLD - EMPLOYER

JE Demolition & Excavating, Inc.  
(Unrepresented)

FED ID No.: \_\_\_\_\_

By: *Jennifer Foschi* President  
(Print Name and Title)

*Jennifer Foschi*  
(Signature)

108 Ryan Lane, (Address)

Shorewood, ILLINOIS, 60404

(City, State and Zip Code)

PH: 941-260-5305

Fax: 779-231-0508

(Telephone/Fax)

jfoschi1@comcast.net

(Email Address)

RECEIVED OCT 01 2015 *WHL*

Rec'd Field Rep 10/7/15



AUDIT  
EMPLOYER JF DEMOLITION AND EXCAVATING, INC.

CODE 35547

FOLLOWING ARE THE FIGURES OWED BY THE ABOVE MENTIONED CONTRACTOR AS A RESULT OF THE AUDIT.

	9-14-15 - 6-30-16	HOURS	WELFARE	RATE	RETIREE	WELFARE	RATE	PENSION	RATE	TRAINING	FUND	RATE	DUES	LDCLMCC	RATE	LICET	RATE	TOTAL
MEN NOT REPORTED																		
<u>9-14-15 - 5-31-16</u>	4,036.00	40,279.28	9.98	16,144.00	4.00	43,255.92	10.72	2,018.00	0.50	2,986.49	686.12	0.17	282.52	0.07	105,662.33			
<u>6-1-16 - 6-30-16</u>	111.00	1,135.53	10.23	444.00	4.00	1,284.27	11.57	55.50	0.50	75.00	18.87	0.17	7.77	0.07	3,020.94			
SUBTOTAL	4,147.00	41,414.31		16,588.00		44,550.19		2,073.50		3,061.49	704.99		290.29		108,683.27			
10% LIQUIDATED DAMAGES																		
20% LIQUIDATED DAMAGES																		
AUDIT COSTS		8,282.96		3,317.60		8,910.04		414.70										
ATTORNEY FEES		150.00		150.00		300.00												
ACCUM. LIQUIDATED DAMAGES																		
ACCUM. INTEREST		3,778.68		1,514.06		4,061.43		189.26		64.35								
TOTAL DUE		<u>53,626.45</u>		<u>21,569.66</u>		<u>57,821.66</u>		<u>2,677.46</u>		<u>3,380.51</u>	<u>839.84</u>		<u>345.82</u>		<u>140,261.40</u>			



RICHARD J. WOLF AND COMPANY, INC.

Post Office Box 691  
Palos Park, Illinois 60464  
(708) 923-0909  
Fax (708) 923-0910

RECEIVED

November 10, 2016

Board of Trustees  
Pension and Welfare Funds of Construction and General  
Laborers' District Council of Chicago and Vicinity  
11465 Cermak Road  
Westchester, Illinois 60154

RE: JP Demolition and Excavating Inc. (35547)

We have applied certain procedures, as discussed below, to the payroll records of JP Demolition and Excavating Inc., a contributing employer to the Pension and Welfare Funds of Construction and General Laborers' District Council of Chicago and Vicinity, for the period September 14, 2015 to June 30, 2016. The purpose of our inspection was to determine the accuracy of the employer's monthly contributions to the Trust Funds for the given period. The accuracy of the payroll records and reporting to the Funds is the responsibility of the [Employer].

The exceptions to employer contributions noted are detailed on the accompanying schedule. This was not a review of amounts owed for withdrawal liability under the Multi-employer Pension Plan Amendments Act.

FUND	AMOUNT
WELFARE	\$ 41,414.81
RET WEL	16,588.00
PENSION	44,550.19
TRAINING	2,073.50
LECET	290.29
LDCMC	704.99
DUES	3,061.49
Sub Total	\$ 108,683.27
Prison pension Fund of Laborers' District Council Funds	\$ 12.87
TOTAL	\$ 108,696.14

The employer could not provide proof of a current wage and fringe benefit bond.

EXHIBIT

C

The Scope of this engagement was limited to records made available by the employer and would not necessarily disclose all exceptions in employer contributions to the Trust Funds. Any compensation paid to employees not disclosed to us or made part of the written records was not determinable by us and was not included in our review. Further, our procedures did not extend to any financial statements of the contributing employer and were substantially less in scope than an audit of the financial statements of the contributing employer, the objective of which is the expression of an opinion on the contributing employer's financial statements. Accordingly, no such opinion is expressed.

The findings of this audit report should not be construed as an endorsement or ratification of any of the Employer's contribution practices. The findings are based solely on those documents that the Employer provided to the auditors. This firm has not been retained to provide, and does not provide, any interpretation of advice concerning any terms of the collective bargaining agreement between the Employer and the Union or the terms of the Funds' respective Agreement and Declarations of Trust. All questions concerning the Employer's contribution practices, or any contributions or benefits-related issue, should be directed to the Union or the Fund office. No failure to note an exception to any of the employer's contribution practices should be construed as a ratification of such practice or waiver of the Union or the Funds' ability to challenge such practice in the future.

These findings are not based on observation of employees doing actual work.

RICHARD J. WOLF AND COMPANY, INC.

## LABORERS DISTRICT COUNCIL OF CHICAGO - CDCA ASSOCIATION

JF DEMOLITION &amp; EXCAVATING, INC. #35547

YEAR: 6/15 to 5/16

UNREPORTED HOURS and/or WORK DUES 6/15 - 5/16

S. S. #	Fees	Type	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Total
ANGEL RICH XXXXXX	Ch18	Hours	-	-	-	-	80.00	62.00	-	-	-	-	-	-	142.00
BARGA, JERRY XXXXXX	Ch18	Hours	-	-	-	-	1,440.00	1,125.00	-	-	225.00	55.00	-	-	\$ 2,665.00
CONTRERAS, LUIS 334-98-3248	26.00	Hours	-	-	-	-	120.00	392.00	80.00	-	4,049.50	988.00	-	-	5,537.50
JASUTIS, ERIC XXXXXX	Ch18	Hours	-	-	-	-	3,120.00	10,200.00	2,080.00	-	-	-	-	-	552.00
JKS VENTURES XXXXXX	Ch18	Hours	-	-	-	-	-	-	-	89.00	49.00	-	-	-	\$ 15,400.00
JOACHIN LAZARO 312-95-8611	34.00	Hours	-	-	-	-	-	-	556.00	1,167.00	-	-	-	-	\$ 1,723.00
JUAREZ BENITO 314-25-2052	34.00	Hours	-	-	-	-	-	-	10,000.00	21,016.00	-	-	-	-	\$ 31,016.00
KAVINSKI MAKE XXXXXX	Ch18	Hours	-	-	-	-	-	-	272.00	-	-	-	-	-	\$ 3,000.00
		Gross \$							72.00	24.00	-	-	-	-	\$ 272.00
									2,448.00	815.00	-	-	-	-	\$ 3,264.00
									-	28.00	-	-	-	-	\$ 28.00
									-	500.00	-	-	-	-	\$ 500.00

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LABORERS DISTRICT COUNCIL OF CHICAGO - "CDCCA ASSOCIATION  
 JF DEMOLITION & EXCAVATING, INC. # 35547

YEAR: 6/15 to 5/16

## UNREPORTED HOURS and/or WORK DUES 6/15 - 5/16

S. S. #	Flags	Type	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Total
LAMBUTH, WILLIAM XXXXXX	C/H/S	Gross \$	-	-	-	-	-	28.00	-	-	-	-	-	-	28.00
MACHAS, JESUS 265-62-3254	20.00	Hours	-	-	-	-	80.00	-	-	-	-	-	-	-	80.00
MEDEMA, TOM XXXXXX	C/H/S	Gross \$	-	-	-	-	1,600.00	-	-	-	-	-	-	-	1,600.00
SAUNDON, RICH XXXXXX	C/H/S	Gross \$	-	-	-	-	-	-	-	-	-	-	-	-	72.00
SANTOYO, VINCENTE 32G-52-2733	34.00	Hours	-	-	-	-	167.00	-	-	-	-	-	-	-	167.00
VICKOVICH, MILENKO 323-82-5394	15.00	Hours	-	-	-	-	3,000.00	-	-	-	-	-	-	-	3,000.00
WORDMAN, WALTER XXXXXX	C/H/S	Gross \$	-	-	-	-	-	-	-	96.00	32.00	-	-	-	128.00
TOTAL HOURS	\$ -	\$ -	\$ -	\$ -	\$ 330.00	\$ 922.00	\$ 170.00	\$ 312.00	\$ 1,577.00	\$ 225.00	\$ -	\$ -	\$ -	\$ 4,056.00	
TOTAL GROSS \$	\$ -	\$ -	\$ -	\$ -	\$ 6,910.00	\$ 18,925.00	\$ 3,230.00	\$ 17,124.00	\$ 22,157.50	\$ 4,022.00	\$ -	\$ -	\$ -	\$ 79,639.50	

## Amount Due To Funds:

	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Total
WELFARE	\$ -	\$ -	\$ -	\$ -	\$ 3,283.40	\$ 1,320.00	\$ 3,688.00	\$ 1,603.76	\$ 15,724.46	\$ 2,245.50	\$ -	\$ -	\$ 40,275.28
RET. WEL.	\$ -	\$ -	\$ -	\$ -	\$ 3,537.50	\$ 3,683.24	\$ 1,622.40	\$ 3,248.00	\$ 900.00	\$ -	\$ -	\$ -	\$ 16,144.00
PENSION	\$ -	\$ -	\$ -	\$ -	\$ 185.00	\$ -	\$ 406.00	\$ 3,704.64	\$ 16,905.44	\$ 2,412.00	\$ -	\$ -	\$ 43,255.92
TRAINING	\$ -	\$ -	\$ -	\$ -	\$ 23.10	\$ 64.54	\$ 85.00	\$ 788.50	\$ 112.50	\$ -	\$ -	\$ -	\$ 2,018.00
LECET	\$ -	\$ -	\$ -	\$ -	\$ 56.10	\$ 158.74	\$ 28.90	\$ 110.39	\$ 15.75	\$ -	\$ -	\$ -	\$ 282.52
DCMC	\$ -	\$ -	\$ -	\$ -	\$ 259.13	\$ 705.63	\$ 128.63	\$ 138.04	\$ 268.09	\$ 38.25	\$ -	\$ -	\$ 685.12
DUES	\$ -	\$ -	\$ -	\$ -	\$ 8,654.33	\$ 24,165.37	\$ 4,453.43	\$ 21,301.68	\$ 41,212.66	\$ 5,874.58	\$ -	\$ -	\$ 2,986.49
TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 105,662.33

Flags	6/15	5/16
WELFARE	946	LECET
PENSION	10,472	LOC/MC
TRAINING	0.50	DUES
		NET/W
		4.05

LABORERS DISTRICT COUNCIL OF CHICAGO - "DCGA ASSOCIATION  
 JF DEMOLITION & EXCAVATING, INC. # 35547

YEAR: 5/16 to 5/17

UNREPORTED HOURS and/or WORK DUES 5/16 - 5/17

S. S. #	Flags	Type	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Total
MARTINEZ DAN XXXXXX000X	CH18 Hours		\$11.00	-	-	-	-	-	-	-	-	-	-	-	\$11.00
	Gross \$		\$2,000.00	-	-	-	-	-	-	-	-	-	-	-	\$2,000.00

TOTAL HOURS

TOTAL GROSS \$

Amount Due To Funds:	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Total
WEL.FARE	\$ 1,135.53	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,135.53
RET.WEL	\$ 444.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 444.00
PENSION	\$ 1,284.27	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,284.27
TRAINING	\$ 55.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 55.50
LECET	\$ 7.77	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7.77
LDCMC	\$ 18.87	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 18.87
DUES	\$ 75.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 75.00
TOTAL	\$ 3,020.94	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,020.94

Report:	5/17/16	to	5/17/16
WE.FARE	13.23	LECET	0.07
PENSION	11.57	LDCMC	0.17
TRAINING	0.50	DUES	3.75%
		RET.WEL.	.25

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LABORERS DISTRICT COUNCIL OF CHICAGO – \*CDCA ASSOCIATION

JF DEMOLITION & EXCAVATING, INC. # 35547

RICHARD J. WOLF AND COMPANY, INC.

SUMMARY REPORT TOTAL

	<u>ADDITIONAL</u>	<u>UNREPORTED</u>	<u>TOTAL</u>
WELFARE	\$ -	\$ 41,414.81	\$ 41,414.81
RET WEL	\$ -	\$ 16,588.00	\$ 16,588.00
PENSION	\$ -	\$ 44,550.19	\$ 44,550.19
TRAINING	\$ -	\$ 2,073.50	\$ 2,073.50
LECET	\$ -	\$ 290.29	\$ 290.29
LDCMC	\$ -	\$ 704.99	\$ 704.99
DUES	\$ -	\$ 3,061.49	\$ 3,061.49
<b>TOTAL</b>	<b>\$ -</b>	<b>\$ 108,683.27</b>	<b>\$ 108,683.27</b>

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LABORERS DISTRICT COUNCIL OF CHICAGO – \*CDCA ASSOCIATION

JF DEMOLITION & EXCAVATING, INC. # 35547

RICHARD J. WOLF AND COMPANY, INC.

\*\* GRAND TOTAL \*\*

WELFARE	\$ 41,414.81
RET WEL	\$ 16,588.00
PENSION	\$ 44,550.19
TRAINING	\$ 2,073.50
LECET	\$ 290.29
LDCMC	\$ 704.99
DUES	\$ 3,061.49
TOTAL	<u>\$ 108,683.27</u>